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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION**

COACHELLA MUSIC FESTIVAL, LLC,

Plaintiff,

v.

SAFETY SHOT, INC.,

Defendant.

Case No.: 2:24-cv-00537-FMO (AJRx)

**[PROPOSED] ORDER ENTERING
PERMANENT INJUNCTION AND
FINAL JUDGMENT**

Hon. Fernando M. Olguin

1 The Court, having read and considered the stipulation of the parties and the record
2 in this case, and good cause appearing, **ORDERS** that the stipulation is hereby
3 **APPROVED.**

4 **IT IS HEREBY ORDERED THAT:**

5 1. This Court has jurisdiction over the parties and the subject matter of the above-
6 captioned action (“Action”).

7 2. Plaintiff, together with its affiliates, owns and operates the Coachella Valley
8 Music and Arts Festival (the “Coachella Festival”).

9 3. Plaintiff owns and has asserted in this Action the following trademarks and
10 service marks, which are used in connection with Plaintiff’s Coachella Festival and other
11 goods and services: COACHELLA VALLEY MUSIC AND ARTS FESTIVAL;
12 COACHELLA; COACHELLA (stylized); and CHELLA (collectively, “Plaintiff’s
13 Marks”). Plaintiffs’ Marks are valid and enforceable.

14 4. Plaintiff provides different categories of passes to the Coachella Festival,
15 including public and non-public passes. Each pass for their festivals is typically a vehicle
16 hang tag or a credential worn as a wristband by the user and is subject to the terms of use
17 (“Credential Terms”) available at <https://www.aegpresents.com/festival-ticket-terms/>. The
18 Credential Terms are valid and enforceable.

19 5. Without authorization, Defendant used one or more of Plaintiff’s Marks in one
20 or more press releases or similar media circulated to the public with respect to promoting
21 one or more of Defendant’s goods or services, such as a product Defendant calls
22 “Safety Shot,” including a press release issued on January 3, 2024 that discussed
23 “[Defendant’s] inaugural brand activation with ‘Safety Shot House’ at the Coachella
24 Valley Music and Arts Festival on April 12 – 14, 2024,” “The Safety Shot House Coachella
25 experience,” “a giveaway for consumers to win a chance to attend this extraordinary event
26 during Coachella’s opening weekend,” and Safety Shot’s “exposure at Coachella,” among
27 other statements (“Defendant’s Public Statements”). Defendant’s Public Statements have
28 created a false association with and an implication of a sponsorship relationship with

1 Plaintiff and its Coachella Festival when no such association or sponsorship relationship
2 exists.

3 6. As shown above, Defendant has also indicated in one or more of Defendant's
4 Public Statements that it will conduct a giveaway for consumers to win passes to attend the
5 Coachella Festival, which is in violation of the Credential Terms.

6 7. As a result of Defendant's conduct, Plaintiff has sustained substantial,
7 immediate, and irreparable injury, and is entitled to a permanent injunction.

8 8. Accordingly, **IT IS FURTHER ORDERED** that, Defendant and its officers,
9 agents, servants, employees, and attorneys, as well as all other persons who are in active
10 concert or participation with any of them, who receive actual notice of this order are hereby
11 enjoined and restrained from:

- 12 a. Using in any manner Plaintiff's Marks or any confusingly similar variation
13 thereof absent Plaintiff's prior written consent;
- 14 b. Taking any action so as to create any impression that any association,
15 affiliation, or sponsorship exists between them and Plaintiff or Plaintiff's
16 affiliates;
- 17 c. Conducting or sponsoring any kind of an event, including but not limited to
18 the one announced in Defendant's Public Statements as the "Safety Shot
19 House," within 100 miles of the Coachella Festival during the month of
20 April;
- 21 d. Selling, donating, or providing any of Defendant's products to any third party
22 that plans to host, conduct, produce, or sponsor any kind of public and/or
23 private event within 100 miles of the Coachella Festival during the month of
24 April;
- 25 e. Offering or attempting to offer to buy, sell, trade, giveaway or transfer, or
26 soliciting the purchase, sale, trade, giveaway, or transfer of, any pass entitling
27 access to the Coachella Festival;
- 28 f. Advertising or publishing any offer to purchase, sell, trade, giveaway, or

transfer passes entitling access to the Coachella Festival;

g. Violating the Credential Terms, or attempting to induce any individual or party to violate the Credential Terms, that attach to passes to the Coachella Festival;

h. Participating in, aiding, or inducing, or attempting to participate in, aid, or induce, any effort by any person to trespass or gain unauthorized entry into any part of the Coachella Festival;

i. Making any false or misleading statements regarding Plaintiff or the Coachella Festival, including regarding Defendant's access to the event;

j. Engaging in any unfair competition with Plaintiff; and

k. Assisting, aiding, or abetting any other person or entity in engaging in or performing any of the activities restricted by subparagraphs (a)-(j), above.

9. It is further **ORDERED** that final judgement is entered for Plaintiff on all claims asserted in the Action.

10. Except as otherwise agreed in a private settlement agreement between the parties, each party shall bear its own costs, expenses, and attorneys' fees.

11. This Court shall retain jurisdiction to the extent necessary to enforce this Permanent Injunction.

IT IS SO ORDERED.

Dated: _____

Fernando M. Olguin
United States District Judge

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles. I am over the age of eighteen years and not a party to the within entitled action. My business address is 515 South Flower Street, Forty Second Floor Los Angeles, CA 90071.

On February 29, 2024, I served the foregoing document(s) described as **[PROPOSED] ORDER ENTERING PERMANENT INJUNCTION AND FINAL JUDGMENT** on the interested party(ies) in this action as follows:

Scott P. Barlow, Esq.

The Law Office of Scott P. Barlow, A Professional Corporation
scott@barlowlegal.net

Attorneys for Defendant

(X) **BY E-MAIL OR ELECTRONIC TRANSMISSION:** Based on a court order or an agreement of the parties to accept service by e-mail or electronic transmission, I caused the documents to be sent to the persons at the e-mail addresses listed below. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

() **STATE:** I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

(X) **FEDERAL:** I declare that I am employed in the office of a member of the bar of this Court at whose direction the service was made. I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on February 29, 2024, at West Hollywood, California.

/s/Steven E. Lauridsen
Steven E. Lauridsen